

ORIGINAL

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TELEGLOBE USA INC.

A.C.C. Tariff No. 1
Original Title Page

TITLE SHEET

RESALE TELECOMMUNICATIONS SERVICES

This tariff applies to the Resale Interexchange Telecommunications Services furnished by Teleglobe USA Inc. ("TUSA") throughout the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at TUSA's principal place of business, 175 1 Pinnacle Drive, Suite 1600, McLean, VA 22102.

FILED:

Issued by:
Dorota A. Smith, Senior Analyst, Regulatory and Tariffs
Teleglobe USA Inc.
1751 Pinnacle Dr.
McLean, VA 22102

EFFECTIVE: 9-16-98

APPROVED FOR FILING

DECISION #: 61126

ORIGINAL**CHECK SHEET**

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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27	Original*

* Pages submitted with this filing

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Issued by:
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11480 Commerce Park Drive
Reston, Virginia 20191

EFFECTIVE: June 23 1999

**ADMINISTRATIVELY
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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff and any Order entered hereunder for the purposes indicated below:

C	to signify any change in regulation
D	to signify discontinued rate or regulation
I	to signify increase
M	to signify matter relocated without change
N	to signify new rate or regulation
R	to signify reduction
S	to signify reissued matter
T	to signify change in text but no change in rate or regulation
Z	to signify a correction

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A.C.C. Tariff No. 1
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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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A.C.C. Tariff No. 1
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APPLICATION OF TARIFF

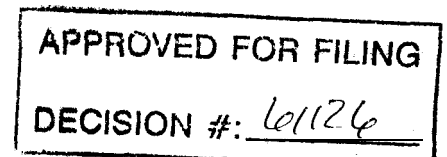
This Tariff contains the regulations and charges that apply to intrastate resold interexchange telecommunications services provided by Teleglobe USA Inc., (hereinafter "TUSA" or "Carrier"), throughout the State of Arizona as described in this Tariff.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Carrier • Collectively means either the applicable local exchange carrier, or a competitive access provider, or other local access provider, or another interexchange carrier selected by TUSA to provide the local access service to TUSA's service..

Access Line • An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to TUSA's location or switching center.

Authorization Code • A numerical code, one or more of which may be assigned to a subscriber, to enable Carrier to identify the origin of service user so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no subscriber shall have any proprietary or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User
An end user authorized by the Customer to use the Service.

Automatic Numbering Identification (ANI) • A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Carrier • Teleglobe USA Inc.

Commission • Arizona Corporation Commission.

Common Carrier • A company or entity providing telecommunications services to the public.

Customer • The person or legal entity which enters into arrangements for TUSA's telecommunications services and is responsible for payment of TUSA's charges.

Holiday • New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont.)

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Premises

The space designated by Customer as its place(s) of business for termination of Service for its own communications needs.

Service or Services

Intrastate telecommunications service provided by TUSA between points within the State of Arizona.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Travel Card - A credit or debit calling card issued by TUSA, which allows Subscribers and/or Users to make telephone calls and charge the calls to a credit or debit account. Calls charged to a Carrier-issued credit travel card will appear on the Subscriber's regular monthly bill. Calls charged to a Carrier-issued debit travel card will be charged against the debit account.

User - The person(s) utilizing TUSA's services.

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A.C.C. Tariff No. 1
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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of Carrier

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resold interexchange telecommunications services provided by TUSA.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by TUSA and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or any other U.S. carrier for use in accessing the services of TUSA.
- 2.1.3 TUSA reserves the right at any time to modify, change, add or replace its network or any component therein, provided that such change or modification does not materially adversely affect Service. This provision includes rates and charges which are subject to change by TUSA.

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SECTION 2. RULES AND REGULATIONS (Cont.)

2.2 Use and Limitations of Service

- 2.2.1 TUSA's service furnished under this Tariff shall be used only for lawful purposes consistent with the applicable laws, rules and regulations and in accordance with transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of TUSA's services to transmit messages voice, or data, which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of TUSA's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 TUSA's services are available where commercially practicable for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.5 TUSA's services may be denied for nonpayment of charges or for other violations of this Tariff.
- 2.2.6 Service is available for resale by Customers who assume sole responsibility to provide all functions of providing such service to their customers.
- 2.2.7 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. TUSA reserves the right not to provide Service to or from a location where the necessary facilities or equipment are not available.

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SECTION 2. RULES AND REGULATIONS (Cont.)

2.2 Use and Limitations of Service (Cont.)

- 2.2.8 Service may be used for transmission of communications by the Customer and by the Customer's designated User.
- 2.2.9 Service may not be assigned or transferred by the Customer without prior written consent of TUSA.
- 2.2.10 This Tariff shall not be construed such that TUSA and the Customer could be considered as principal and agent, partners, or employer and employee, except when expressly stated otherwise in this Tariff..
- 2.2.11 Customer shall provide to TUSA employees, or another person(s) authorized by TUSA, full immediate access to the Terminal Equipment, or demarcation point located on the Customer Premises.
- 2.2.12 The provision of Service by TUSA in no way grants to the Customer any title or ownership in intellectual property which may be included or embodied therein, it being understood that such intellectual property shall at all times remain the exclusive property of TUSA.
- 2.2.13 Without TUSA's prior written consent, Customer shall not (i) refer to itself as an authorized representative of TUSA in promotional, advertising, or other materials, (ii) use TUSA's logos, trade marks, service marks, or any variations thereof in any of its promotional, advertising, or other materials, or (iii) release any public announcements referring to TUSA without first having obtained TUSA's prior written consent. TUSA may at any time identify Customer as its customer for Service for the limited purpose of the periodic issuance of marketing and/or public announcements.
- 2.2.14 Customer represents and covenants that it shall not use the Service in any manner or for any purpose which constitutes a violation of the laws or regulations of the Arizona Corporation Commission or any other governmental agency or a court of law that has jurisdiction over the Service.
- 2.2.15 The relationship between and among TUSA and the Customer shall not be that of partners and nothing herein contained shall be deemed to constitute a partnership between and among them, or a merger of their assets, or their fiscal or other liabilities or undertakings. Neither party shall have the right to bind the other party except as expressly provided for herein.

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SECTION 2. RULES AND REGULATIONS (Cont=d)

2.3 Liability of Carrier

- 2.3.1 Other than as provided for in this Tariff, TUSA shall not be liable for any loss or damages sustained by Customer or its end users arising under this Tariff by reason of any failure in or breakdown of the telecommunication facilities associated with providing the Service, or for any interruption or degradation of the Service whatsoever shall be the cause or duration thereof, or for any other cause or claim whatsoever arising under this Tariff.
- 2.3.2 In no event shall TUSA be liable to the Customer for any consequential, special, incidental, exemplary or indirect losses or damages sustained by Customer or any third parties in using the Service howsoever arising under this Tariff and whether under contract, tort or otherwise, including, without limitation, third party claims, loss of profits, loss of customers or damages to reputation or good will.
- 2.3.3 Customer shall defend, indemnify and hold TUSA harmless from and against all claims, demands, actions, causes of action, judgments, costs and reasonable attorneys' fees and expenses of any kind arising from or related to any use of the Service or otherwise arising from the relationship with TUSA; or in any way connected with any activities, agreements or relationships between the Customer and other common carriers. TUSA shall not be liable to the Customer and shall have no other obligation, duty or liability whatsoever in contract, tort or ~~otherwise~~ howsoever arising, including negligence, any loss of revenue, business, business contracts, anticipated savings, or profits or any indirect or consequential loss.
- 2.3.4 TUSA shall not be liable for, and is excused from, any failure or delay in performance that is due to acts of God, acts of civil or military authority, acts of the public enemy, war or threats of war, accidents, fires, explosions, earthquakes, floods, unusually severe weather, epidemics, or due to any other cause beyond TUSA's reasonable control.
- 2.3.5 If a third party solicits a Customer's order on behalf of TUSA or promotes or endorses to the Customer the use of Service, or provides all or a portion of such Service with, ~~for~~, or on behalf of TUSA, or if a third party is involved in any other way, TUSA and such third party shall have no greater obligation or liabilities to such Customer, and such Customer shall have no greater rights or remedies against either TUSA or such third party, whether under contract, warranty, tort or any other grounds, than if such a third party had not been so involved.

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DECISION #: 61126

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SECTION 2. RULES AND REGULATIONS (Cont.)

2.3 Liability of Carrier

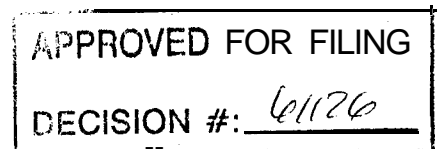
- 2.3.6 In the event that the Service or any portion thereof is unavailable to Customer due to a service outage as defined in Section 2.14 of this Tariff, TUSA's sole obligation, and Customer's sole and exclusive remedy, with respect to such interruption of Service shall be for TUSA, if requested by Customer, to provide and for the Customer to receive a service outage credit per Section 2.12 of this Tariff for the portion of the Service affected during which the Service or any part thereof was subject to a service outage.
- 2.3.7 In no event shall TUSA be liable for any loss of profits or for any indirect, incidental, special, exemplary, or consequential damages. TUSA's maximum liability to a Customer for any damages, including any liability for negligence, however so arising out of or related to the Service, the applicable Customer's Order(s) or any other agreements between Customer and TUSA shall not exceed the monthly charges for the affected Service for that Customer, for the month during which such liability arises; or, the usage charges for interrupted calls, as defined in Section 2.12.
- 2.3.8 TUSA warrants that it shall provide its Service in accordance with the description of Service set forth in the applicable Order and in accordance with this Tariff. TUSA DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 2.3.9 No agents or employees of other carriers shall be deemed to be agents or employees of TUSA.

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SECTION 2. RULES AND REGULATIONS (Cont.)

2.4 Payment and Billing

- 2.4.1 Service is billed on a monthly basis. In addition to any other remedies TUSA may have, a late payment fee shall be applied on balances that remain unpaid for one calendar month following the invoice date in the amount of the lesser of (a) one and one-half percent (1-½%) per month of the amount of the late payment starting from the invoice date; or (b) the maximum amount allowed under applicable law.
- 2.4.2 The Customer is responsible for payment of all charges for Service furnished to the Customer whether or not such use is authorized or consented to by the Customer, including but not limited to, all calls originated at the Customer's number(s); accepted at the Customer's number(s) via third party billing or collect billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The security of the Customer's Authorization codes is the responsibility of the Customer. TUSA reserves the right to bill all calls placed using Customer's Authorization Code.
- 2.4.3 Customer of TUSA's Inbound Service is responsible for payment for all calls placed to or via the Customer's 800/888 Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service by Customer-provided systems, equipment, facilities or services interconnected to the Customer's 800/888 Service, or use, misuse or abuse occasioned by third parties, including, without limitation, the Customer's employees, other common carriers, or members of the public who dial the Customer's 800/888 Service number(s) by mistake.
- 2.4.4 The amounts due hereunder by Customer shall be payable to TUSA within thirty (30) days of the date of TUSA's invoice. If Customer in good faith disputes any invoiced amount, it shall submit to TUSA within thirty (30) days following receipt of such disputed invoice, full payment of the invoice and written documentation identifying and substantiating the disputed amount. TUSA shall investigate the matter and if it determines that the Customer was overcharged, a credit against future invoices may be issued by TUSA. All payments shall be made in US Dollars. All amounts due hereunder by Customer that are not paid when due, shall accrue payment interest at the rate of the lesser of: (1) one and one-half percent (1.5%) per month, compounded daily, beginning with the day following the date on which payment was due, and continuing until paid in full; or (2) the highest amount allowable by law.
- 2.4.5 Customer will be liable to TUSA for any and all costs and/or expenses including reasonable attorneys fees and expenses of any kind, incurred by TUSA directly or indirectly in the collection of any amounts due from Customer or while otherwise enforcing the terms of this Tariff with respect to the Customer.

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SECTION 2. RULES AND REGULATIONS (Cont.)

2.4 Payment and Billing (Cont.)

- 2.4.6 If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned unpaid by a bank or another financial institution to TUSA for any reason, TUSA, in addition to any other remedies it may have, will bill Customer a charge of fifteen dollars (\$15.00) per each such occurrence.

2.5 Deposits

- 2.5.1 TUSA reserves the right to examine the credit record of all applicants and Customers and require a security deposit when determined to be necessary to assure future payment
- 2.5.2 TUSA reserves the right at any time to require Customer to issue a deposit, irrevocable letter of credit, or other form of security acceptable to TUSA if Customer's financial circumstances or payment history is or becomes unacceptable to TUSA. Upon receipt of TUSA's written request for a deposit, or another form of payment security, the Customer shall have five (5) business days to provide or implement such security and if Customer fails to comply with such request within said period, then TUSA shall be authorized to suspend or terminate the Service pursuant to this Tariff.
- 2.5.3 The amount of the security deposit shall equal the installation charges, if applicable, and/or up to two times the monthly charges for the Service to be provided as computed by TUSA. Simple interest will be paid on all sums retained on deposit at the lesser of: (1) applicable rate set forth by regulation of the state in which Telelglobe invoices the Customer; or (2) at TUSA's then-prevailing rate for deposits.

2.6 Taxes

All charges under this Tariff are exclusive of all applicable taxes. Customer will be billed for and will be responsible for any applicable international, foreign, Federal, state, or local taxes, tax surcharges and similar fees, including without limitation sales taxes, and surcharges imposed by any authority, government or government agency related to the provision and use of Service unless Customer provides TUSA with a valid exemption certificate.

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SECTION 2. RULES AND REGULATIONS (Cont.)

2.7 Termination of Service by Customer

- 2.7.1 For a Service subject to term commitment as stated in the relevant Order, Customer may, by providing thirty (30) days' advance written notice to TUSA, terminate such Service prior to the expiration of its specified term in which case, the following shall apply:
- A. Customer shall immediately cease using the Service; and
 - B. Customer shall pay TUSA for all charges incurred for that Service through the date that Service is discontinued; and
 - C. Customer shall pay TUSA any promotion credits provided to Customer by TUSA for the terminated Service; and
 - D. Customer shall pay TUSA a discontinuance charge equal to the sum of the following:
 - (1) ~~the~~ number of months remaining in the term commitment then in effect, multiplied by the total of the monthly charges for the terminated Service; and
 - (2) amounts TUSA is obligated to pay the Access Carrier, if any, for terminating their facilities or amounts due to a Foreign Carrier that were incurred on behalf of the Customer.
 - E. Upon Customer's notification of discontinuance of Service, Customer shall provide TUSA access to the Premises for purposes of removing TUSA's Terminal Equipment, pursuant to this Tariff and, shall immediately cease using the Service.

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SECTION 2. RULES AND REGULATIONS (Cont.)

2.8 Termination of Service by TUSA

TUSA may, upon notice except when stated otherwise, discontinue Service or cancel an application for Service for any of the following reasons:

- 2.8.1 For nonpayment of any sum due to TUSA by the date due; or
- 2.8.2 In the event of a violation of any of the provisions governing the furnishing of this Service under this Tariff, or of any TUSA rule of general application with respect to the use and operation of Service; or
- 2.8.3 Without notice, in the event of a violation of any law, rule, regulation or policy of any government authority having jurisdiction over the Service; or
- 2.8.4 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction which prohibits TUSA from furnishing such Service; or
- 2.8.5 In the event that payment for Service is made by a check, draft, or similar instrument which is returned unpaid by a bank or another financial institution to TUSA for any reason; or
- 2.8.6 In case of any intentional or de facto transfer or assignment of Service without the expressed written authorization of TUSA; or
- 2.8.7 In the event of Customer's insolvency; or
- 2.8.8 Failure to pay deposit requested by TUSA in accordance with Section 2.5 of this Tariff; or
- 2.8.9 Initiation of proceedings by Customer in voluntary bankruptcy; or
- 2.8.10 Initiation of proceedings against Customer for involuntary bankruptcy which are not dismissed within ninety (90) days of initiation; or

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SECTION 2. RULES AND REGULATIONS (Cont.)

2.8 Termination of Service by TUSA (Cont.)

2.8.11 The appointment of a receiver or trustee for Customer; or

2.8.12 A general assignment by the Customer for the benefit of its creditors; or

2.8.13 Without notice, if TUSA deems such action necessary to protect against fraud or to otherwise protect TUSA's personnel, agents, facilities or Service.

If TUSA terminates Service as set forth above, the Customer shall pay to TUSA any amounts due as a result of such termination of Service, including, without limitation, any specified discontinuance charges the same as if the Customer had terminated Service as set forth in Section 2.7 above. The Customer must pay all specified amounts within thirty (30) days of termination of Service. Furthermore, the Customer shall permit TUSA to enter the Premises at any time for the purpose of removing Terminal Equipment or disconnecting the Service.

2.9 Notices

Any notices mailed by registered or certified mail shall be conclusively deemed to have been received by the addressee on the fifth business day following the mailing of sending thereof. Notices sent by telex or fax shall be conclusively deemed to have been received when the delivery confirmation is received. If Customer wishes to alter the address to which communications to it are sent, it may do so by providing the new address, in writing, to TUSA.

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SECTION 2. RULES AND REGULATIONS (Cont.)

2.10 Publicity and Confidentiality

For a period of two (2) years from the date of the execution of the Customer order, Customer shall maintain the confidentiality of all information or data of any nature ("Information") provided to it by TUSA if such information contains a conspicuous marking identifying it as "Confidential" or "Proprietary".

2.11 Inspection, Testing and Adjustment

- 2.13.1 Customer shall, allow the agents and employees of TUSA access and entry to the Premises at which the Service will be provided to install, inspect, repair or remove its facilities and/or equipment, or to perform inspections or maintenance determined to be necessary by TUSA.
- 2.13.2 In the event TUSA is required to conduct an on-site inspection due to interference or problems with the Service, and if TUSA determines that such interference or problem arises from Customer's use of non TUSA-provided or approved equipment or facilities or for any other cause attributable to the Customer, the Customer shall pay for the cost of such visit and inspection at TUSA's then-current standard rates.
- 2.13.3 TUSA may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or TUSA's equipment. TUSA may interrupt the Service at any time, without penalty to itself, because of the Customer's departure from any of these requirements.
- 2.13.4 In the event of Service interruption, the Customer shall cooperate in good faith to the extent necessary to reinstate the Service, including the provision of immediate access to the Customer's Premises and Terminal Equipment.
- 2.13.5 No interruption of Service allowance will be granted for the time during which such tests and adjustments are made.

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SECTION 2. RULES AND REGULATIONS (Cont.)

2.12 Allowance for Interruptions

- 2.12.1 For all Services for which charges are specified on time-sensitive basis, and which there may be interruption of an individual call, due to a condition in TUSA's facilities or in access or termination facilities provided by other carriers, which may be remedied by re-dialing the call, the Customer will receive a credit allowance as follows:
- A. A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in Service. Customer may also be granted credit for reaching a wrong number. To receive a credit, Customer must notify a TUSA customer service representative and furnish information, including the called number, the Service subscribed to, the difficulty experienced, and the approximate time the call was placed.
 - B. Credit allowance will not be made for (1) interruptions not reported to TUSA, or (2) interruptions that are due to the failure of power, equipment, systems or services not provided by TUSA. If Customer elects to use another means of communications after one of the above interruptions, or during a period when Customer is unable to place a call over TUSA facilities, the Customer must pay the charges for the alternative Service used.
- 2.12.2 When a call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted due to poor transmission or one-way transmission, the Customer will be given a credit allowance up to an amount equivalent to the charge for the last three minutes of the interrupted call, or for an entire call if it lasted less than three minutes. Customer who has reached a wrong number will be given a credit allowance up to an amount equivalent to the charge for the initial minute of the call to the wrong number if the Customer reports the situation promptly to a TUSA customer service representative.

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2. GENERAL RULES AND REGULATIONS (Cont.)

2.12 Allowance for Interruptions (Cont.)

2.12.3 For all services which involve dedicated access, dedicated interexchange transmission, and/or dedicated termination, for which monthly recurring charges are applied and which may be interrupted for as long as several days, the Customer will be given a credit allowance for an interruption of two consecutive hours or more, as follows:

- A. When Service is interrupted for a period of less than two hours, no credit allowance will be given; or
- B. When the Service's dedicated access or termination line(s) associated with the Service are interrupted for a period of more than two hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge(s) will be given; or
- C. When the Service's access or termination line(s) associated with the Service are interrupted for a period of more than twenty-four hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge(s) will be given for each **twenty-four** hour period or fraction thereof.

2.12.4 No credit allowances will be made for:

- A. Interruptions caused by the negligence of the Customer, Customer's Authorized User or agent **and/or** designees; or
- B. Interruptions due to the failure of power, equipment, systems, or services not provided by TUSA; or
- C. Interruptions during any period during which TUSA or its agents are not afforded access to TUSA-provided equipment or the Premises where Access Facilities associated with Service are terminated; or
- D. Interruptions during any period when the Customer or user has released the Service to TUSA for maintenance, rearrangement purposes, for the implementation of a Customer order, or for routine maintenance, testing and adjustment; or

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2. GENERAL RULES AND REGULATIONS (Cont.)

2.12 Allowance for Interruptions (Cont.)

- E. Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use it on an impaired basis; or
- F. Interruptions not reported to TUSA; or
- G. Interruptions that are due to a cause beyond TUSA's reasonable control, including, without limitation, problems with the Customer's Terminal Equipment, or failure of Customer to meet its responsibilities set forth in this Tariff.

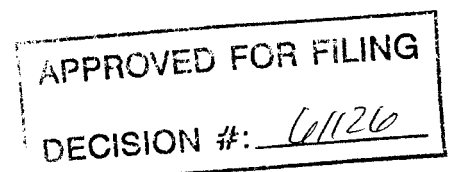
2.12.5 An interruption period begins when the Customer reports to TUSA that the Service has been interrupted and releases it for testing and repair. An interruption period ends when the Service is operative again. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service is deemed to be impaired, but not interrupted, therefore, no credit for the interruption will be allowed.

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ORIGINAL

SECTION 2. RULES AND REGULATIONS (Cont.)

2.13 Interconnection

- 2.13.1 Service furnished by TUSA may be interconnected with services or facilities of an Access Carrier, other authorized communications common carriers or with private systems, subject to the technical limitations established by TUSA. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of TUSA and of others shall be provided at the Customer's expense.
- 2.13.2 If requested by TUSA, the Customer shall provide TUSA, with appropriate letter(s) of agency to enable and authorize TUSA to render Service .
- 2.13.3 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' agreements with Customers, the other carriers' tariffs, if any, the laws of the State of Arizona and U.S. Federal laws, as applicable. The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided Terminal Equipment or communications systems with such other carriers' facilities. The Customer shall secure all licenses, permits, rights-of-ways, permissions, waivers, consents, registrations, approvals and other arrangements necessary for such interconnection and for TUSA to provide Service.
- 2.13.4 The Customer shall obtain TUSA approval of any Customer equipment that will be interconnected with Service or ~~facilities~~, prior to such interconnection and shall ensure that its equipment is properly interfaced with TUSA facilities and that the signals emitted into the TUSA's network are of the following: proper mode, bandwidth, power, data speed, and signal level for the intended use by the Customer. If the Customer maintains and operates its equipment in a manner that may cause a harm to TUSA's equipment, personnel or the quality of Service to other customers, TUSA may require the use of protective equipment at the Customer's expense. If this fails to produce quality and safety satisfactory to TUSA, TUSA may, upon written notice, terminate the Customer's Service.

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SECTION 2. RULES AND REGULATIONS (Cont.)

2.13 Interconnection

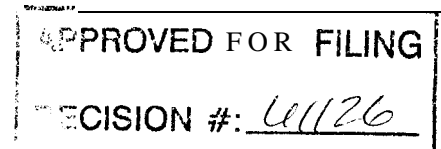
- 2.13.5 The Customer agrees to use and maintain TUSA-provided equipment in accordance with instructions of TUSA. Failure to do so will void liability for interruption of Service and may make the Customer responsible for damage to equipment pursuant to this Section. Risk of loss for any TUSA-furnished equipment shall pass to Customer upon delivery of such equipment to Customer's Premises.
- 2.13.6 Title to any TUSA-furnished equipment shall at all times remain with TUSA or its designee(s). Customer shall not permit any liens or encumbrances to be placed upon such equipment, and TUSA shall have the right to take all actions necessary (including taking possession from Customer) to protect its ownership interest in TUSA-furnished equipment.
- 2.13.7 Customer agrees to return to TUSA all TUSA-provided equipment delivered to Customer within ~~five~~ (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse TUSA upon demand, for any costs incurred by TUSA due to the Customer's failure to comply with this provision.
- 2.13.8 If TUSA provides any **software** (whether embedded in hardware as firmware or otherwise) and any related documentation (collectively "Software") to Customer: Customer shall use the Software only with TUSA-furnished equipment, and Services. Customer shall not (a) reproduce, reverse engineer, disassemble, decompile, modify, adapt, translate, create derivative works **from**, or transfer or transmit the Software in any form or by any means, or (b) use the Software for any purpose other than as set forth in this Section. Customer shall not have any ownership rights in, or obtain rights to, the Software. If a license agreement accompanies the Software, Customer agrees to abide by the terms of such agreement.

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SECTION 3. DESCRIPTION OF SERVICES AND RATE SCHEDULE3.1 Payphone Surcharge

An undiscountable per call surcharge is applicable to all long distance calls that originate from any domestic public or semi-public payphone. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with TUSA service, applies to, without limitation, toll free calls, post paid and prepaid calling card calls

Maximum rate per call: \$ 2.00

Current rate per call: \$0.240

3.2 GlobeSelectsm

GlobeSelectsm offers customers traditional 1+ switched calling service. Calls are billed in 6-second increments after an 18-second minimum call duration.

Maximum rate per minute: \$0.650

Current rate per minute: \$0.135

3.3 GlobeDirectsm

GlobeDirectsm offers Customers dedicated 1+ outbound calling service. The Customer will establish a dedicated circuit from their telecommunications network to the Teleglobe's facilities. Calls are billed in 6 second increments.

Maximum rate per minute: \$0.550

Current rate per minute: \$0.114

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SECTION 3. DESCRIPTION OF SERVICES AND RATE SCHEDULE3.4 Prepaid Calling Card

(T)

Prepaid Calling Card Service enables the Customer to complete an outbound direct dial call from any touch-tone or rotary telephone in Arizona. Service is accessed by dialing a designated 800/888 number and a Personal Identification Number ("PIN") listed on the card, or otherwise communicated to the card user. Calls are billed in 1 minute increments.

Prepaid Calling Card is valid until the expiration date printed on the card, or, if the expiration date is not printed on the card, then upon one year from the date the card was issued; or until the balance on the card is \$0.00, whichever occurs first. TUSA shall not issue a refund on any amounts left on the card past its expiration date. Calls are billed in one minute increments. Cards are available in various unit denominations. The number of minutes of use for each card shall be the maximum number of minutes at the per minute rate set forth below, covered by the TUSA-fixed dollar value of the card. The per unit value excludes the Federal, state and local taxes or surcharges assessed in conjunction with the Service used.

Rates:

Surcharge per call

<u>Maximum</u>	<u>Current</u>
\$2.00	\$0.00

Unit Rate per Minute:

<u>Maximum</u>	<u>Current</u>
3 units	1 unit

Rate per unit:

<u>Maximum</u>	<u>Current</u>
\$1.25	\$*/

*/ Rate will be published prior to commencement of prepaid calling card services in Arizona

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SECTION 3. DESCRIPTION OF SERVICES AND RATE SCHEDULE

3.5 Post Paid Travel Calling Card Service

Post paid travel calling card service is available to Customers of carrier's long distance services. Customers will reach carrier's network via a toll free number. A Customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Customer's regular monthly bill.

Rates:

Surcharge per call

<u>Maximum</u>	<u>Current</u>
\$2.00	\$0.00

Unit Rate per Minute:

<u>Maximum</u>	<u>Current</u>
3 units	1 unit

Rate per unit:

<u>Maximum</u>	<u>Current</u>
\$1.25	\$0.165

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